

Legal Advice

September 2010

1. Legal information and acceptance

These provisions regulate the use of the Internet portal service (the 'Portal') which STARDUST CONSULTING, S.L.U ("STARDSUT") makes available to Internet users.

STARDUST CONSULTING, S.L.U is a Spanish corporation, with address in Pau Claris nº 95, 4º, 2ª , 08009 Barcelona, Spain, with CIF B65268146, and registered in the Registro Mercantil de Barcelona, Tomo 41732, Folio 0128, Hoja 394900 Phone: 93, 302 60 80. Fax: 93. 317 42 75 and email harillo@stardust-consulting.es

Access to the website is free of charge, except for the cost of connection through the telecommunications network by your Internet service provider. Certain services should be exclusive to our clients and access to them is restricted. The services provided by STARDSUT are priced according to the relevant proposal and will not, under any circumstances, be offered or rendered through the Portal service.

Your use of the Portal makes you a user of the Portal ("User") and implies your acceptance of all the conditions included in this Legal Notice. The Portal service is provided for a duration that is limited to the moment when User is connected to the Portal or to any of the services provided through the Portal. User must therefore read this Legal Notice carefully each time User proposes to use the Portal, since the Portal and the conditions for its use as set forth in this Legal Notice may change.

2. Intellectual and industrial property

All Portal content, which is understood to include but not be limited to text, photographs, graphics, images, icons, technology, software, links and other audiovisual or audio content, as well as their graphic design and source codes (the 'Content'), is the intellectual property of STARDUST or of third parties, and no Content exploitation rights recognized by the intellectual property legislation in force can be deemed to have been licensed to User except for such Content as is strictly necessary for the use of the Portal.

The trademarks, trade names or distinctive signs that are the property of STARDUST or third parties, and the access to the Portal cannot be deemed to attribute any right to such trademarks, trade names and/or distinctive signs.

3. Conditions of use for the Portal

3.1 General

User agrees to use the Portal correctly in conformity with the law and with this Legal Notice. User will be liable to STARDUST or to third parties for any loss or damage that may be caused as a result of a breach of this obligation.

The use of the Portal for purposes that damage the property or interests of STARDUST or of third parties, or otherwise overload, damage or disable networks, servers and other hardware or software belonging to STARDUST or to third parties, is expressly prohibited.

3.2 Content

User undertakes to use the Content in conformity with the law and with this Legal Notice, and with any other conditions, regulations or instructions that may be applicable in conformity with the provisions of Clause 1.

User must, in accordance with the legislation in force and without limitation, refrain from:

Reproducing, copying, distributing, making available, publicly disclosing, altering or modifying the Content, except in cases authorized by law or, as the case may be, expressly consented to by STARDUST or by the holder of the rights of exploitation.

Reproducing or copying for private use any Content that may be regarded as software or as a database in conformity with the intellectual property legislation in force, or publicly disclosing or making available Content to third parties, where such acts necessarily imply reproduction by User or by a third party. Extracting and/or reusing all or a substantial part of the Content on the Portal, or of any databases that STARDUST may make available to Users.

3.3 Insertion of links to the Portal

Any Internet user who wishes to insert links from his website to the Portal must comply with the conditions detailed below, and ignorance of such conditions will not relieve the Internet user of any liability under the law:

The link will only be to the Portal home page and may not reproduce it in

any way (inline links, copying of text, graphics, etc). In accordance with the applicable legislation in force from time to time, it is forbidden in all cases to insert frames of any kind around the Portal, or permit the Content to be viewed through URLs other than the Portal URL and, in any case, where the Content can be viewed together with content outside the Portal, in a way that: (I) causes, or may cause, error or confusion in, or misleads or may mislead, users as to the true origin of the service or Contents; (II) constitutes an act of comparison or passing off; (III) serves to take advantage of the reputation of STARDUST' brand and prestige; or (IV) is otherwise prohibited by the legislation in force.

No false, inaccurate or incorrect representation whatsoever on STARDUST, its partners, employees or clients, or on the quality of the services that it provides may be made on the page inserting the link.

Under no circumstances will it be stated on the website where the link is located that STARDUST has consented to the insertion of the link, or otherwise sponsors, collaborates with, verifies or supervises the services of the website where the link appears.

It is forbidden to use any word mark, figurative mark or combined mark or any other distinctive sign of STARDUST on the website where the link appears, except in cases permitted by law or expressly authorized by STARDUST and provided that a direct link to the Portal is permitted in such cases in the manner established in this Clause.

The website on which the link is created must faithfully comply with the law and may not, in any circumstances, have or be linked to proprietary or third-party content that: (I) is unlawful, noxious, immoral or indecent (content that is pornographic, violent, racist, etc.); (II) induces or may induce User into the false belief that STARDUST subscribes to, endorses, adheres to, or in any way supports the ideas, representations or expressions, lawful or unlawful, appearing on the website where the link is located; (III) is inappropriate or irrelevant to the activities of STARDUST having regard to the place, content and theme of the website where the link appears.

4. Exclusion of liability

4.1 For information

Access to the Portal does not imply any obligation on STARDUST to verify the truthfulness, accuracy, appropriateness, fitness, exhaustiveness or

currency of the information supplied through the Portal. Since the Content is of a general nature and does not in any way constitute the provision of a tax or legal advisory service of any kind, such information is insufficient for User to make personal or business decisions.

STARDUST is not liable for decisions made on the basis of the information supplied on the Portal, or for any damage or loss to User or to third parties by reason of actions taken that were solely based on information obtained on the Portal.

4.2 For service quality

Access to the Portal does not imply any obligation on STARDUST to control the absence of viruses, worms or any other malicious software. User is responsible in all cases for having available adequate tools for detecting and disinfecting malicious software.

STARDUST is not liable for any damage to the hardware of Users or of third parties during the provision of the Portal service.

4.3 For service availability

Access to the Portal requires services and supplies from third parties, including transmission through telecommunications networks, the reliability, quality, continuity and functioning of which are not the responsibility of STARDUST. Accordingly, services provided through the Portal may be suspended, cancelled or blocked, prior or simultaneous to the provision of the Portal service.

STARDUST cannot be held liable for loss or damage of any kind to User as a result of telecommunications network failures or disconnections that cause the suspension, cancellation or interruption of the Portal service before or while it is being provided.

4.4 For content and services linked through the Portal

The Portal access service includes technical linking devices, directories and even search tools that permit User to access other websites and Internet portals ("Linked Sites"). In such cases, STARDUST acts as a intermediation service provider in conformity with Article 17 of Information Society Services and Electronic Commerce Law 34/2002, of July 12, 2002 (the "LSSI") and will only be liable for the content and services supplied on Linked Sites to the

extent that STARDUST is actually aware of their unlawfulness and has not disabled the link with due care. If User considers that there is a Linked Site with unlawful or inappropriate content, User may communicate this to STARDUST in accordance with the procedure and the effects established in Clause 6, although such communication will not, under any circumstances, entail any obligation to remove the link in question.

Under no circumstances must the existence of Linked Sites presuppose the existence of agreements with the owners or persons in charge of those Linked Sites, or any recommendation or promotion by STARDUST of, or the identification of STARDUST with, the representations, content or services provided.

STARDUST is not aware of the content or services of Linked Sites and, therefore, cannot be held liable for any damage caused by the unlawfulness, quality, obsolescence, unavailability, error or ineffectuality of the content and/or services of Linked Sites, or for any other damage that is not directly attributable to STARDUST.

5. Personal data protection

Data collected from the data collection forms on the Portal will be included in an automated personal data filing system controlled by STARDUST. STARDUST will process the data confidentially and exclusively for the purpose of managing its relationship with its clients and promoting its activities. STARDUST will cancel, delete and/or block data where the data are inaccurate, incomplete or no longer necessary or relevant for their purpose, in conformity with the provisions of data protection legislation. By clicking on the 'send' button on the relevant form, User expressly consents to his data being used for the sending of commercial communications by e-mail or by any other means. However, User may object to the sending of commercial communications by checking the box appearing on each of the forms for such purpose. Additionally, when each of the commercial communications is sent, the procedure put in place for objecting to the sending of further commercial communications will be indicated expressly. On the data collection forms, the fields marked with an asterisk are mandatory and, accordingly, if User does not supply the relevant data, STARDUST may, at its sole discretion, refuse to provide the relevant service. User may revoke his consent and exercise his rights of access, rectification, cancellation and objection by writing for such purpose to the address indicated in Clause 1. STARDUST uses the levels of security required by the Security Measures Regulations approved by Royal Decree 994/1999, of June

6, 1999. Notwithstanding the foregoing, technical security in an environment such as the Internet is not impregnable and there may be leaks due to the willful misconduct of third parties.

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6. Communication of unlawful or inappropriate activities

If User or any other Internet user becomes aware of Linked Sites that redirect him to websites, the content or services of which are unlawful, noxious, degrading, violent or immoral, he may contact STARDUST indicating the following: personal data of the communicating party: name, address, telephone number and e-mail address; description of the facts that reveal the unlawful or inappropriate nature of the Linked Site; where rights such as intellectual or industrial property rights are infringed, the personal data of the holder of the infringed right, where the holder is not the communicating party. He must also produce an instrument that substantiates the standing of the holder of the rights and, as the case may

be, his authority to act on behalf of the holder where the holder is not the communicating party; an express representation that the information contained in the communication is accurate.

Receipt by STARDUST of the communication provided for in this Clause will not imply, pursuant to the provisions of the LSSI, actual knowledge of the activities and/or content indicated by the communicating party.

7. Legislation

Each and every provision of this Legal Notice is governed by Spanish law.